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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE SHEET METAL)	NO. C 05 0437 JCS
WORKERS HEALTH CARE PLAN; DENNIS)	
CANEVARI, TRUSTEE,)	
Plaintiffs,)	<u>JUDGMENT PURSUANT TO</u>
vs.)	<u>STIPULATION</u>
BOTNER MANUFACTURING INC., a)	
California corporation,)	
Defendant.)	

It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SHEET METAL WORKERS HEALTH CARE PLAN; DENNIS CANEVARI, TRUSTEE, through their attorneys, and defendant, BOTNER MANUFACTURING INC., a California corporation, have Stipulated that plaintiffs have and recover judgment from Defendant and it appearing that the Stipulation is in all respects proper and that the Stipulation provides for judgment against defendant in the amount of \$7,509.19,

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs BOARD OF TRUSTEES OF THE SHEET METAL WORKERS HEALTH CARE PLAN; DENNIS CANEVARI, TRUSTEE, have and recover judgment from defendant, BOTNER MANUFACTURING

1 INC., a California corporation, in the amount of \$7,509.19, which amount is
2 composed of the following:

3 a. Liquidated damages balances due and unpaid to the
4 Plaintiff Trust Funds for the months of June 2004 through November
5 2004 in the total amount of \$4,308.20; additional damages for December
6 2004 and February 2005 in the total amount of \$1,869.96.

7 b. Interest due to date pursuant to contract in the amount of
8 \$1,331.03.

9 IT IS FURTHER ORDERED AND ADJUDGED that an abstract of
10 judgment will be recorded but execution will not issue on the judgment
11 so long as defendant fully complies with the following conditions:

12 1. Defendant shall make payments of all ongoing amounts
13 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
14 FUNDS pursuant to contract between defendant and Local Union 162 of
15 the Sheet Metal Workers' International Association for hours worked
16 by defendant's employees, commencing with payment for June 2005 hours
17 due on or before July 20, 2005 and continuing until the full amount
18 of this judgment is paid. Each of said payments will be made by check
19 payable to SHEET METAL WORKERS TRUST FUNDS and sent to the
20 administrator Associated Third Party Administrators, 1640 South Loop
21 Road, Alameda, CA 94502.

22 2. Defendant shall pay 12 monthly installment payments of
23 \$469.94 on the 25th of each month commencing June 25, 2005.

24 Said installment payments will be made by check payable to the SHEET
25 METAL WORKERS TRUST FUNDS and sent to the collection attorney, ERSKINE
26 & TULLEY, 220 Sansome Street, Suite 600, San Francisco, California
27 94104, Attention: Michael J. Carroll. After these installments are
28 paid the trustees shall, in their sole discretion, decide whether or

1 not to waive all or part of the balance due.

2 3. Plaintiffs and Defendant each understand and agree that
3 any modification of payments must be made in writing and agreed to by
4 both the Plaintiffs and the Defendant.

5 IT IS FURTHER ORDERED AND ADJUDGED by the parties hereto
6 that upon failure of the Defendant to make any of their monthly
7 contribution payments pursuant to the collective bargaining agreement
8 as set forth in paragraph 1 above, and the monthly installment
9 payments in a timely manner as required pursuant to the terms of
10 paragraph 2 of this stipulation, execution on the entire judgment in
11 the amount of \$7,509.19 reduced by any offsets for payments made,
12 shall issue only after ten (10) days written notice to the Defendant
13 that Plaintiffs or Plaintiffs' attorney declares a default and intends
14 to file a Declaration stating that a default has occurred on the part
15 of the defendant. Defendant waives notice of any hearing held by the
16 court upon the earlier execution of this judgment or Plaintiffs'
17 declaration.

18 This judgment shall cover only the amounts paid pursuant to
19 this stipulated judgment. The judgment does not include any unknown
20 amounts due to the Plaintiffs for the month of June 2004 through March
21 2005 which may be discovered at a later date, and specifically does
22 not waive the right of the Trust Funds to audit the employer for that
23 time period and collect any additional monies found delinquent as a
24 result of an audit.

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1 Defendant is not represented by counsel and has been advised
2 to seek the advice of counsel before signing the Stipulation for
3 Judgment.

4 Dated: 9/19/05

